

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:) Miscellaneous Action No. _____
)
SUBPOENA ISSUED TO) Underlying Case Pending in the District of
NAVITAS CREDIT CORP.) Colorado, Regions Bank v. Premiere Copier,
) Inc., et al., No. 1:22-cv-00550-PAB-STV

**NON-PARTY NAVITAS CREDIT CORP.'S WRITTEN
RESPONSE AND OBJECTIONS TO PLAINTIFF'S SUBPOENA**

Pursuant to Rule 45(d)(2)(B) of the Federal Rules of Civil Procedure, non-party Navitas Credit Corp. ("Navitas") here responds and objects to the Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action issued June 22, 2023 and served June 27, 2023 (the "Subpoena").

Navitas objects to producing documents at the offices of Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. Transporting responsive documents to another location for inspection and copying is unduly burdensome. Any documents to be produced will be produced electronically or at the law offices of Brooks & Warner LLC, 1768 Century Boulevard NE, Suite B, Atlanta, Georgia 30345 at a mutually-agreeable date and time.

Specific Responses to Numbered Requests of Exhibit A to Subpoena

Request No. 1

All documents and communications between You and Premiere including, but not limited to, those communications with Brett Morris, on the one hand, and Premiere, on the other hand.

Response to Request No. 1

Navitas objects to producing “all documents and communications between you and Premiere” because the request is not reasonably limited in time or in subject matter and is overly broad, unreasonable and extremely burdensome and would include Navitas’ confidential and private business information.

Navitas is an equipment finance company. It has legitimate and serious privacy concerns about disclosing to a competitor its confidential and proprietary information about its operations, pricing and other contract terms, especially where, as here, the information is not necessary to the resolution of this matter and does not appear to be relevant to the parties’ claims or defenses or proportional to the needs of the case. Even if a subset of this information might be minimally relevant, the privacy interests of Navitas and others would substantially outweigh any alleged basis for disclosing it.

Navitas objects to providing information that is not available on its active computer network. To the extent this Request seeks information not available on Navitas' active computer network, it is overly broad and unduly burdensome.

Navitas objects to searching its electronic records for e-mails or text messages because the request is overly broad, unduly burdensome and unworkable. Premiere Copier, Inc. ("Premiere") referred dozens of transactions to Navitas, each of which may have involved numerous emails. Based on Navitas' preliminary analysis, there are thousands of potentially responsive emails, all of which would have to be reviewed for confidential business information and redacted when such information was located. Navitas is a non-party. It objects to searching for, analyzing, redacting and producing emails or attempting to locate responsive text messages in response to an unfocused request that appears to be a fishing expedition. Navitas cannot search, review and redact its entire electronic system for e-mails or text messages, or ask each of its employees to search all of their electronic and paper files, each time it receives a subpoena, and it objects to doing so.

Request No. 2

All documents and communications relating to any previous, existing, or prospective contractual relationship between you and Premiere.

Response to Request No. 2

Navitas incorporates its Response to Request No. 1 (“Response No. 1”) as if set forth fully herein. Navitas further objects to (i) providing information protected against disclosure by the attorney-client privilege or the work product doctrine, and to producing any documents prepared in anticipation of litigation, (ii) disclosing information concerning its communications or dealings with regulators or other governmental agencies, because such information is confidential and may not be disclosed and (iii) producing internal communications and documents involving internal operations, underwriting, analysis and business strategy.

Subject to and without waiving these objections, Premiere was a vendor that referred copier deals to Navitas, certain of which Navitas booked and others of which it did not. Navitas did not have any vendor agreement or other master agreement with Premiere. It objects to searching for, analyzing, redacting and producing all documents and communications with potential and actual borrowers relating to Premiere in any way as overly broad, unduly burdensome, unworkable and not relevant to the parties’ claims or defenses or proportional to the needs of the case.

Request No. 3

All documents and communications relating to any previous, existing, or prospective contractual relationship between you and Premiere, including, but not limited to, a Vendor Agreement.

Response to Request No. 3

Navitas incorporates its Response to Request No. 2 (“Response No. 2”) as if set forth fully herein.

Request No. 4

All documents and communications relating to Your decision to enter into any previous, existing, or prospective contractual relationship with Premiere.

Response to Request No. 4

Navitas incorporates Response No. 2 as if set forth fully herein.

Request No. 5

All documents and communications relating to Your decision to approve Premiere as an approved or authorized vendor or seller of goods to be financed by You.

Response to Request No. 5

Navitas incorporates Response No. 2 as if set forth fully herein.

Request No. 6

All documents and communications relating to Your decision to terminate Your previous, existing, or prospective contractual relationship with Premiere.

Response to Request No. 6

Navitas incorporates Response No. 2 as if set forth fully herein.

Request No. 7

All documents and communications relating to Your decision to enter into a business relationship (whether contractual, non-contractual, existing or prospective) with Premiere.

Response to Request No. 7

Navitas incorporates Response No. 2 as if set forth fully herein.

Request No. 8

All documents and communications relating to Your decision to terminate Your business relationship (whether contractual, non-contractual, existing or prospective) with Premiere.

Response to Request No. 8

Navitas incorporates Response No. 2 as if set forth fully herein.

Request No. 9

All documents evidencing the total dollar amount of financing approved by You with regard to applicants that were presented by Premiere.

Response to Request No. 9

Navitas objects to producing “All documents” evidencing the total dollar amount of financing Navitas approved for applicants presented by Premiere.

Subject to and without waiving its objection, Navitas will produce a document reflecting the total amount of financing it approved for applicants presented by Premiere.

Request No. 10

All documents evidencing the total dollar amount of financing denied by You with regard to applicants that were presented by Premiere.

Response to Request No. 10

Navitas objects to producing “All documents” evidencing the total dollar amount of financing it denied with regard to applicants presented by Premiere.

Subject to and without waiving its objection, Navitas will produce a document reflecting the total amount of financing it denied for applicants presented by Premiere, to the extent that amount can be determined.

Request No. 11

All documents and communications between You and any other person relating to Ascentium’s lawsuit against Premiere.

Response to Request No. 11

Navitas incorporates Response No. 2 as if set forth fully herein.

Request No. 12

All documents and communications between You and any other person relating to any misconduct (whether actual, alleged, or suspected) by Premiere, including (but not limited to) misconduct involving cash kickbacks or rebates to

Premiere's customers, misuse of equipment financing funds, and false or misleading information in Premiere's equipment invoices.

Response to Request No. 12

Navitas incorporates Response No. 2 as if set forth fully herein.

Request No. 13

All of Your internal documents and communications relating to any misconduct (whether actual, alleged, or suspected) by Premiere, including (but not limited to) misconduct involving cash kickbacks or rebates to Premiere's customers, misuse of equipment financing funds, and false or misleading information in Premiere's equipment invoices.

Response to Request No. 13

Navitas incorporates Response No. 2 as if set forth fully herein.

Request No. 14

All invoices provided by Premiere to You in connection with financing sought by or on behalf of Premiere's customers.

Response to Request No. 14

Navitas incorporates Response No. 1 as if set forth fully herein.

Request No. 15

All credit applications provided by Premiere to You in connection with financing sought by or on behalf of Premiere's customers.

Response to Request No. 15

Navitas incorporates Response No. 1 as if set forth fully herein.

Request No. 16

All documents sufficient to establish the amount of money You disbursed to Premiere in 2019 in connection with equipment financing provided to Premiere's customers.

Response to Request No. 16

Navitas objects to producing "All documents" sufficient to establish the amount of money it disbursed to Premiere in 2019 in connection with equipment financing provided to Premiere's customers.

Subject to and without waiving its objection, Navitas will produce a document reflecting the total amount of money it disbursed to Premiere in 2019 in connection with equipment financing provided to Premiere's customers.

Request No. 17

All documents sufficient to establish the amount of money You disbursed to Premiere in 2020 in connection with equipment financing provided to Premiere's customers.

Response to Request No. 17

Navitas objects to producing "All documents" sufficient to establish the amount of money it disbursed to Premiere in 2020 in connection with equipment financing provided to Premiere's customers.

Subject to and without waiving its objection, Navitas will produce a document reflecting the total amount of money it disbursed to Premiere in 2020 in connection with equipment financing provided to Premiere's customers.

Request No. 18

All documents sufficient to establish the amount of money You disbursed to Premiere in 2021 in connection with equipment financing provided to Premiere's customers.

Response to Request No. 18

Navitas objects to producing "All documents" sufficient to establish the amount of money it disbursed to Premiere in 2021 in connection with equipment financing provided to Premiere's customers.

Subject to and without waiving its objection, Navitas will produce a document reflecting the total amount of money it disbursed to Premiere in 2021 in connection with equipment financing provided to Premiere's customers.

Request No. 19

All documents sufficient to establish the amount of money You disbursed to Premiere in 2021 in connection with equipment financing provided to Premiere's customers.

Response to Request No. 19

Navitas objects to producing “All documents” sufficient to establish the amount of money it disbursed to Premiere in 2021 in connection with equipment financing provided to Premiere’s customers.

Subject to and without waiving its objection, Navitas will produce a document reflecting the total amount of money it disbursed to Premiere in 2021 in connection with equipment financing provided to Premiere’s customers.

Request No. 20

All documents sufficient to establish the amount of money You disbursed to Premiere in 2022 in connection with equipment financing provided to Premiere’s customers.

Response to Request No. 20

Navitas objects to producing “All documents” sufficient to establish the amount of money it disbursed to Premiere in 2022 in connection with equipment financing provided to Premiere’s customers.

Subject to and without waiving its objection, Navitas will produce a document reflecting the total amount of money it disbursed to Premiere in 2022 in connection with equipment financing provided to Premiere’s customers.

Request No. 21

All documents sufficient to establish the amount of money You disbursed to Premiere year-to-date in 2023 in connection with equipment financing provided to Premiere's customers.

Response to Request No. 21

Navitas objects to producing "All documents" sufficient to establish the amount of money it disbursed to Premiere year-to-date in 2023 in connection with equipment financing provided to Premiere's customers.

Subject to and without waiving its objection, Navitas will produce a document reflecting the total amount of money it disbursed to Premiere year-to-date in 2023 in connection with equipment financing provided to Premiere's customers.

Respectfully submitted,

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Attorneys for Non-Party
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CERTIFICATE OF SERVICE

I hereby certify that on July 10, 2023, I electronically filed **Non-Party Navitas Credit Corp.'s Written Response and Objections to Plaintiff's Subpoena** with the Clerk of Court using the CM/ECF system, and have served a copy by email and United States Mail to the following counsel of record:

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